



# Galvin Law Group

Probate • Criminal Defense • Civil Litigation • Real Estate

*CMS-*

Encase Certified Computer Forensic Examiner  
Licensed in District of Columbia, Ohio & South Carolina  
Special Assistant Attorney General for the State of Georgia  
Also licensed as a Patent Attorney before the United States Patent & Trademark Office  
Licensed as a South Carolina Private Investigator

*CMS 2078118*

*April 3, 2017*

RECEIVED

APR 11 2017

D. STETZ

**Via Certified Mail**

Mark A. Walsh

The Cincinnati Insurance Company,  
The Cincinnati Insurance Companies, and  
The Cincinnati Insurance Group  
PO Box 145496  
Cincinnati, Ohio 45250

Re: Lowcountry Block, LLC, et al vs. The Cincinnati Insurance Companies, et al.  
Case No. 2016-CP-07-556

Dear Mr. Walsh:

Enclosed herewith for service on all of the aforementioned entities is a Summons and Complaint.

Should you require any additional information in order to process this request, please do not hesitate to contact me.

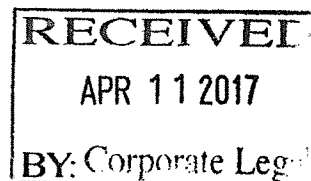
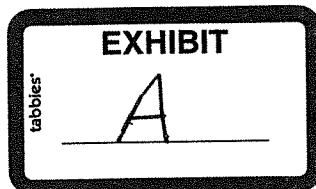
Sincerely,

Gregory Michael Galvin, Esq.

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APR 10 2017

REGULATORY AND  
CONSUMER RELATIONS



1190.00050541

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

LOWCOUNTRY BLOCK, LLC,  
LOWCOUNTRY PAVER, LLC

Plaintiffs,

-VS-

THE CINCINNATI INSURANCE  
COMPANIES, THE CINCINNATI  
INSURANCE COMPANY AND THE  
CINCINNATI INSURANCE GROUP

Defendants.

IN THE COMMON PLEAS COURT  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO: 2016-CP-\_\_\_\_\_

**SUMMONS**

**TO ALL OF THE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the said complaint on the subscriber at their office at 23 Plantation Park, Suite 503 South Carolina 29910 or by mail at P.O. Box 887, Bluffton, SC 29910 within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

**GALVIN LAW GROUP, LLC**

**/s/ Gregory Michael Galvin, Esq.**

Gregory Michael Galvin, Esq.

P.O. Box 887

Bluffton, South Carolina 29910

843-227-2231

888-362-0714 Fax

ggalvin@galvinlawgroup.com

Bluffton, South Carolina  
23rd day of December, 2016

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

LOWCOUNTRY BLOCK, LLC, AND  
LOWCOUNTRY PAVER, LLC

Plaintiffs,

-VS-

THE CINCINNATI INSURANCE  
COMPANIES, THE CINCINNATI  
INSURANCE COMPANY AND THE  
CINCINNATI INSURANCE GROUP

Defendants.

IN THE IN THE COMMON PLEAS COURT  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO: 2016-CP-\_\_\_\_\_

**COMPLAINT WITH JURY DEMAND**

Plaintiff(s) **Lowcountry Block, LLC, and Lowcountry Paver, LLC** (collectively  
“**Plaintiff**”), alleges:

**PARTIES**

1. Plaintiff, **Lowcountry Block, LLC**, a Corporation, organized and existing under the laws of South Carolina, with its principal place of business in County of Jasper, State of South Carolina.
2. Plaintiff, **Lowcountry Paver, LLC**, a Corporation, organized and existing under the laws of South Carolina, with its principal place of business in County of Jasper, State of South Carolina.
3. Defendant, **Cincinnati Insurance Group**, a Corporation, organized and existing under the laws of Ohio, with its principal place of business in County of Hamilton, State of Ohio.
4. Defendant, **The Cincinnati Insurance Companies**, a Corporation, organized and existing under the laws of Ohio, with its principal place of business in County of Hamilton, State of Ohio.

5. Defendant, **The Cincinnati Insurance Company**, (hereinafter collectively with all Defendants the "Defendant" or "Defendants") a Corporation, organized and existing under the laws of Ohio, with its principal place of business in County of Hamilton, State of Ohio.
6. All matters complained of herein occurred in Jasper County, South Carolina.

### **JURISDICTION**

7. This Court has jurisdiction of the parties and the subject matter herein set forth.

### **FACTS**

8. Defendant issued to the Plaintiff a liability insurance policy ("Policy"), which insured the Plaintiff for coverage against burglary, theft and larceny. The Policy was in effect when the incident of theft occurred in September 23, 2013.
9. Since the theft, the Plaintiff filed a claim with the Defendant and the Defendant refused to pay the benefits promised in the policy.
10. The Plaintiff has since submitted voluminous information, but the Defendants have failed to pay the claim as required.

### **FIRST CAUSE OF ACTION (Bad Faith)**

11. At all times relevant, the Policy was in full force and effect, and all premium payments were current and the insurance policy was in place.
12. The Plaintiff spent numerous hours providing information, documentation to the Defendants insurance companies, but has failed to obtain any payment and with each submission only receives the request for additional documentation.

13. Defendant has acted negligently and in bad faith in failing and refusing to pay the Plaintiff's, and by reason of Defendant's conduct the Plaintiff has not recovered on the policy, has costs, lost interest and suffered additional damages.

**WHEREFORE**, the Plaintiff is informed and believes that Plaintiffs are entitled to a judgment against the Defendant for actual, punitive damages, costs, attorneys fees and for such other and further relief as this Court might deem just and proper.

**SECOND CAUSE OF ACTION  
(Breach of Contract)**

14. At all times relevant, the Policy was in full force and effect, and all premium payments were current and the insurance policy was in place.

15. The Plaintiff entered into an agreement by purchasing an insurance policy from the Defendant.

16. The Plaintiff has complied with all terms of the policy.

17. The Defendant has failed to comply with the terms of the policy and refuses to pay the policy as promised in the insurance policy.

18. The Plaintiff has suffered damage as a result of the failure of the Defendant to pay policy benefits are required under the insurance policy.

**WHEREFORE**, the Plaintiff is informed and believes that Plaintiffs are entitled to a judgment against the Defendant for actual, punitive damages and for such other and further relief as this Court might deem just and proper.

**GALVIN LAW GROUP, LLC**

**/s/ Gregory Michael Galvin, Esq.**

Gregory Michael Galvin, Esq.  
P.O. Box 887  
Bluffton, South Carolina 29910  
843-227-2231  
888-362-0714 Fax  
ggalvin@galvinlawgroup.com

Bluffton, South Carolina  
\_\_\_\_\_ day of December, 2016

**JURY DEMAND**

**Lowcountry Block, LLC Lowcountry Paver, LLC** demands a jury trial on all issues.

**GALVIN LAW GROUP, LLC**

**/s/ Gregory Michael Galvin, Esq.**

Gregory Michael Galvin, Esq.  
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Bluffton, South Carolina 29910  
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Bluffton, South Carolina  
23rd day of December, 2016



P.O. Box 887 • Bluffton, SC 29910

CERTIFIED MAIL



7015 3010 0001 5517 0299

MARK A. WALSH  
The Cincinnati Insurance Company,  
The Cincinnati Insurance Companies, and  
The Cincinnati Insurance Group  
P.O. BOX 145496  
CINCINNATI, OH 45250-5496



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